

Street Sweeping Agreement  
Between  
The City of Tallahassee, Florida  
and  
Leon County, Florida

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003,  
by and between the City of Tallahassee, a municipal corporation organized under the laws of the  
State of Florida, hereinafter referred to as the CITY, and Leon County, a political subdivision of  
the State of Florida, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, the CITY has a proactive street sweeping program that routinely sweeps  
curbed street sections as a major component of the operation and maintenance of the CITY'S  
streets to enhance their appearance and to reduce the potential for pollution of lakes and other  
receiving water bodies from stormwater runoff;

WHEREAS, the COUNTY desires to have its curbed street sections within the City limits  
routinely swept;

WHEREAS, it is in the best interest of the public that both the CITY and the COUNTY  
provide the same level of street sweeping service within the City limits, and;

NOW THEREFORE, in consideration of these premises and the covenants contained  
herein, the parties agree to the following:

1. The CITY shall routinely sweep, with mechanical street sweepers, all curbed street sections under the COUNTY'S administrative jurisdiction within the City limits. These curbed street sections, including medians, shall be swept once monthly (twelve (12) times annually).

2. The work performed by the CITY shall be subject to periodic routine inspections by the COUNTY.

3. Exhibit "A" is the listing of curbed street sections, including medians, under the COUNTY'S administrative jurisdiction covered by this Street Sweeping Agreement. It is understood between the parties hereto that any street covered by this Street Sweeping Agreement may be removed or adjusted at anytime in the future as determined to be necessary by the COUNTY in order that the COUNTY road can be widened, altered or otherwise changed. The CITY shall be given sixty (60) calendar days notice to remove said street after which the COUNTY may remove said street.

4. The COUNTY, as compensation to the CITY for performance of these street sweeping services, shall pay the City at the rate of \$85 per curb-mile swept (\$42,450.36 annually).

5. Invoices shall be submitted by the City for services rendered after each quarter ending in September, December, March and June of each year. Lump sum payments by the COUNTY shall be made to the CITY on a quarterly basis within thirty (30) days after receipt of invoice.

6. This Street Sweeping Agreement may be terminated under any one of the following conditions:

a. By the COUNTY, if the CITY fails to perform its duties under the terms of this Street Sweeping Agreement. If at anytime it shall come to the

attention of the COUNTY'S Public Works Director that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Street Sweeping Agreement, the COUNTY'S Public Works Director may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in the care of Mr. Gabriel P. Menendez, P.E., Director of Public Works, 300 South Adams Street, Tallahassee, FL 32301-1731, to place said CITY on Notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the COUNTY may at its option terminate this Street Sweeping Agreement following ten (10) days written notice.

b. By the CITY, if the COUNTY fails to perform its duties under this Street Sweeping Agreement and fails to make timely payments in accordance with paragraph 5. The CITY'S Public Works Director may issue a written notice of late or nonpayment by sending a certified letter in the care of Mr. Tony Park, P.E., Public Works Director, 2280 Miccosukee Road, Tallahassee, FL 32308, to place said COUNTY on Notice thereof. Thereafter, the COUNTY shall have a period of ten (10) calendar days to make payment. If payment is not made within this time period, the CITY may at its option terminate this Street Sweeping Agreement following ten (10) days written notice.

c. By either party following sixty (60) calendar days written notice.

d. By both parties, thirty (30) calendar days following the complete execution by both parties, of an agreement to terminate this agreement.

7. This Street Sweeping Agreement is for a period of two (2) years from the date of this agreement. This Street Sweeping Agreement may be renewed after the initial two (2) year period, for an additional two (2) year period. Any renewal must be agreed upon by both parties in writing thirty (30) days prior to the expiration of the existing agreement.

8. To the extent permitted by Section 768.28, Florida Statutes, and the Florida Constitution, the City agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the City, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the City, including but not limited to costs and a reasonable attorney's fee. The County, may at its sole option, defend itself or allow the City to provide the defense. The City acknowledges that ten dollars (\$10.00) of the amount paid to the City is sufficient consideration for the City's indemnification of the County. The liability of the City, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of the City beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the City may be entitled.

9. The performance of Leon County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by the County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

IN WITNESS WHEREOF, the CITY and COUNTY have caused this Agreement to be executed by their duly authorized representatives effective the date first written above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE

By: \_\_\_\_\_  
TONY GRIPPA, Chairman  
of the Board of County Commissioners

By: \_\_\_\_\_  
ANITA R. FAVORS, Manager  
of the City of Tallahassee

ATTESTED TO:

ATTESTED TO:

By: \_\_\_\_\_  
BOB INZER, Clerk  
Leon County, Florida

By: \_\_\_\_\_  
GARY HERNDON  
City Treasurer-Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
HERBERT W. A. THIELE  
County Attorney

By: \_\_\_\_\_  
JAMES R. ENGLISH  
City Attorney